

AGREEMENT

Between

CITY OF CLIFTON,
(PASSAIC COUNTY, NEW JERSEY)

AND

P.B.A. LOCAL #36
PATROLMEN

X January, 1, 1980 through December 31, 1982

Law Offices:
DORF and GLICKMAN, P.A.
2376 St. Georges Avenue
Rahway, New Jersey 07065
(201) 574-9700

LIBRARY
Institute of Management and
Labor Relations

SEP 16 1981
RUTGERS UNIVERSITY

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|-----------------------------------------------|-------------|
| | PREAMBLE | 1 |
| I | RECOGNITION | 2 |
| II | DUES CHECK-OFF | 3 |
| III | MUNICIPAL MANAGEMENT | 4 |
| IV | MAINTENANCE OF OPERATIONS | 6 |
| V | GRIEVANCE PROCEDURE | 8 |
| VI | PERSONNEL FILES | 14 |
| VII | DEPARTMENTAL INVESTIGATIONS | 15 |
| VIII | TRAVEL OUT OF THE CITY | 17 |
| IX | HOLIDAYS | 18 |
| X | BEREAVEMENT LEAVE | 20 |
| XI | PERSONAL DAYS | 21 |
| XII | FALSE ARREST INSURANCE | 22 |
| XIII | BULLETIN BOARDS | 23 |
| XIV | NON-DISCRIMINATION | 24 |
| XV | OVERTIME | 25 |
| XVI | VACATIONS | 27 |
| XVII | COURT TIME | 29 |
| XVIII | CONDUCTING P.B.A. BUSINESS ON EMPLOYER'S TIME | 30 |
| XIX | COLLEGE INCENTIVE PAY | 31 |
| XX | LONGEVITY | 33 |
| XXI | HOSPITALIZATION AND INSURANCE | 35 |
| XXII | DETECTIVE AND MISCELLANEOUS INCREMENTS | 38 |
| XXIII | SALARIES | 40 |
| XXIV | CLOTHING ALLOWANCE | 42 |

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|-------------------------------|-------------|
| XXV | PAYMENT FOR DISABILITY | 43 |
| XXVI | SICK LEAVE AND TERMINAL LEAVE | 44 |
| XXVII | SEPARABILITY AND SAVINGS | 46 |
| XXVIII | DEATH BENEFITS | 47 |
| XXIX | LEGAL COUNSEL | 48 |
| XXX | RULES REVIEW COMMITTEE | 49 |
| XXXI | AGENCY SHOP | 50 |
| XXXII | PRINTING OF AGREEMENT | 53 |
| XXXIII | FULLY BARGAINED PROVISIONS | 54 |
| XXXIV | TERMS AND RENEWAL | 55 |

PREAMBLE

A. THIS AGREEMENT made this day of/ 1980,
by and between the CITY OF CLIFTON, in the County of Passaic,
New Jersey, a Municipal Corporation of the State of New Jersey,
hereinafter referred to as the "City", and P.B.A. LOCAL #36,
hereinafter referred to as the "Association" represents the
complete and final understanding on all bargainable issues
between the City and the Association.

B. It is the purpose of this Agreement to promote and insure
harmonious relations between the City and the Association for
the mutual interests of the parties hereto, and the citizens
of the City of Clifton, in accord with the intent of the New
Jersey Public Employment Relations Act.

ARTICLE I

RECOGNITION

The City recognizes the Association for the purposes of collective negotiations as the exclusive representative of the salaried and sworn patrolmen of the Police Department of the City of Clifton, excluding superior officers and all other employees of the City. References to males shall include females.

ARTICLE II

DUES CHECK-OFF

A. The City agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually, voluntarily, and in writing authorize the City to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice thirty (30) calendar days prior to the effective date of such change.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City.

D. The Association will indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Association to the City, unless such actions taken by the City is not in strict compliance with the Authorization Forms submitted.

E. The City shall remit to the Association, on a quarter annual basis, all monies collected by the dues check-off system.

ARTICLE III

MUNICIPAL MANAGEMENT

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and the on-duty activities of its employees according to law.

2. To hire all employees, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees, subject to the provisions of law.

3. To take any disciplinary actions, including discharge, for good and just according to law.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms

hereof are in conformance with the Constitution and laws of New Jersey and of the United States and Ordinances of the City of Clifton.

1. The City agrees to pass the necessary ordinances in order fully to implement the terms of this Agreement within sixty (60) days after the date of the signing of this Agreement by the parties thereto and the City agrees fully to implement the said ordinances within forty-five (45) days after their adoption. The City further agrees that failure to do either will constitute a material breach of this Agreement unless such failure is the result of a written law, directive or order emanating from the executive, legislative or judicial branches of governmental authority at the County, State, or Federal level or of an Act of God which renders such performance impossible.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities, and authority under R.S. 40, R. S. 40A, and R.S. 11, or any other National, State, County or local laws or Ordinances.

ARTICLE IV

MAINTENANCE OF OPERATIONS

A. The Association covenants and agrees that during the term of this Agreement, the Association will not cause, authorize, or support, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout, or other job action against the City. In the event the Association or any Association member takes part in any strike, or activity aforementioned, the Association agrees that such action will constitute a material breach of this Agreement, as to any parties taking part therein.

B. The Association agrees that it will take or cause to be taken reasonable and prompt procedures and actions to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned. The Association actions will include publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work along with other steps, if any, as may be necessary.

C. In the event of a strike, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by an Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.

Maintenance of Operations (continued)

D. Nothing contained herein shall be construed to limit or restrict the City or the Association in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by the Association, its members or the City.

ARTICLE V

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements, or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual, a group of individuals, the Association at request of and on behalf of an individual or group of individuals, or the City.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement, with the exception of the City-initiated grievances, which will proceed in accordance with Paragraph C and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The aggrieved shall institute action under the provisions hereof within twelve (12) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his next immediate superior who is not a direct party to the grievance,

Grievance Procedure (continued)

for the purposes of resolving the matter informally. Failure to act within said twelve (12) calendar days shall be deemed to constitute a abandonment of the grievance without prejudice as to the right to file a timely grievance if the event reoccurs. The appropriate immediate superior shall render a written decision within five (5) calendar days after receipt of the grievance. All grievances shall be in writing and may be initiated by delivery to any appropriate superior.

Step Two: In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above and involves an alleged violation of this Agreement only, the same written grievance may be filed with the Chief of Police or his designee, within five (5) calendar days. The Chief of Police or his designee shall have five (5) calendar days to file a written answer to the grievance.

Step Three: If such grievance is not resolved to the satisfaction of the aggrieved at Step Two above, the aggrieved shall, within five (5) calendar days after the response from the

Grievance Procedure (continued)

Chief, or his designee, submit the same written grievance to the City Manager or his designee. The City Manager, or his designee, shall hold a hearing on such grievance within fifteen (15) calendar days after submission, and shall have five (5) calendar days thereafter to render his written decision and reasons with respect thereto. The aggrieved and a representative of the Association, and/or counsel may, at the option of the aggrieved, attend such hearing. The City Manager, or his designee, shall submit a copy of his decision to the aggrieved party and the Association. Failure to hold a hearing or submit an answer in writing within the time structure shall move the grievance to Step Four.

Step Four: If the grievance is not resolved to the satisfaction of the aggrieved at Step Three above the aggrieved may submit the dispute to arbitration within fifteen (15) calendar days after the decision at Step Three.

Grievance Procedure (continued)

1. The parties agree to direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey and restricted to the application of the facts presented to him in the arbitration. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto. The decision of the arbitrator shall be in writing with reasons therefore.
3. The cost for the service of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of the witnesses, shall be paid by the party incurring same.
4. No arbitration hearing shall be held until the expiration of at least thirty

Grievance Procedure (continued)

(30) calendar days after the decision rendered at Step Three. In the event the aggrieved elects to pursue remedies available through the Civil Service Commission or the Public Employment Relations Commission, the grievance shall be cancelled and the matter withdrawn from arbitration. In the event the grievant pursues his remedies through the Civil Service Commission or the Public Employment Relations Commission, the grievance hearing, if any shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

C. The City may institute action under the provisions of this Article within twelve (12) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be in writing and filed directly with the Association and an earnest effort shall be made to settle the difference between the City and the Association. If such grievance is not resolved, the City's remedies shall be in accordance with Step Four above.

D. Grievance conferences and hearings shall be held at either the Police Department or City Hall. Provided prior

Grievance Procedure (continued)

permission has been secured from the Chief, or his designee, a representative from the Association whose presence is required to resolve grievances, shall be released from work without loss of regular straight time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the City.

E. The time limits expressed herein shall be strictly adhered to by both parties. If any grievance has not been submitted within the time limits specified then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE VI

PERSONNEL FILES

A. The employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least twice during each calendar year upon written request by the employee. The inspection shall take place during the employee's off-duty hours and in a private location provided by the employer at reasonable hours during the day. The employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all documents contained in his personnel file.

B. All documents included in an employee's personnel file will be initialed and dated. Such initialing and dating will be done by the person inserting the document in the employee's personnel file.

C. An employee may file a written comment concerning any document in his file within fourteen (14) calendar days after his inspection of the file.

ARTICLE VII

DEPARTMENTAL INVESTIGATIONS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred. Anything hereinbefore set forth to the contrary notwithstanding, such interrogation will not be held at the home of a member of the Association unless the prevailing circumstances make it impossible to hold such interrogation anywhere else.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. No party being investigated shall be required to furnish a written reply to a charge unless the charge is first reduced to writing by the Chief or his designee and a copy delivered to the party under investigation.

Departmental Investigations (continued)

4. The questioning shall be reasonable in length. Thirty (30) minutes time shall be provided for personal necessities, meals, telephone calls and rest period at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall be threatened with transfer, dismissal, reprisal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. During every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with a counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

ARTICLE VIII

TRAVEL OUT OF THE CITY

When a member of the Association is required to travel out of the City on municipal business, a municipal vehicle will be provided by the City for such travel. Any such member shall receive reimbursement for verified parking costs and toll fees.

ARTICLE IX

HOLIDAYS

A. The following five (5) holidays shall be recognized:

1. New Year's Day
2. Easter
3. July 4th (Independence Day)
4. Christmas
5. Martin Luther King's Day

B. Compensatory time shall be granted for these five (5) holidays which shall be taken at the employee's request from thirty (30) days before to thirty (30) days after the actual holiday, if possible, but, in any event, during the calendar year in which the holiday occurs at the employee's request subject to the needs of the department.

C. Additionally, during the term of this Agreement, all employees covered by this Agreement shall receive one (1) day's pay at time and one half (1-1/2) for each of the following eight (8) additional holidays. Payment for these days shall be made no later than the first pay period in December:

1. Lincoln's Birthday
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day

Holidays (continued)

D. Holiday pay shall not be deducted from an employee's pay unless said employee shall have so requested such deduction in writing on a form to be provided by and filed with the City Treasurer on or before December 1st of the year next requested. Such request may not be changed or revoked during the year for which it is made.

E. An additional two (2) compensatory days at straight time will be granted to all covered employees of said P.B.A. of the City of Clifton, which compensatory time shall be in lieu of compensatory time for any and all holidays (other than or in addition to those holidays enumerated in paragraphs A and C hereof, above) which may be granted during the year by the Municipal Council or the City's Administration to any city employees other than the members of the P.B.A. If the said two (2) compensatory days are not taken during the calendar year these two (2) days will be accrued until taken.

ARTICLE X

BEREAVEMENT LEAVE

A. Death in Immediate Family

1. Employees covered by this agreement shall be granted a leave of absence without loss of regular pay, for a death in the immediate family for a period not to exceed four (4) consecutive calendar days, one of which shall be either the day of death or the day of the funeral of the deceased.

2. The immediate family, for the purposes of this Article, is defined as spouse, parent, child, father-in-law, mother-in-law, brother, sister, step-brother, step-sister or any other relative residing in the employee's household.

B. Death in Non-Immediate Family

1. Employees covered by this agreement shall be granted a leave of absence without loss of regular pay for a death in the non-immediate family for the day of the funeral.

2. Non-immediate family, for the purpose of this Article, is defined as grandparents and grandchildren.

C. Reasonable verification of the death may be required by the City.

D. It is the intention of this Article that an employee will suffer no loss of regular pay for the time period specified above. In the event, however, the employee is already receiving payment in the form of vacation pay or other compensation from the City, bereavement leave will not be granted.

ARTICLE XI

PERSONAL DAYS

A. Each full time employee covered by this Agreement may receive two (2) personal days at eight (8) hours straight time during each year of this Agreement. Request for such personal days will be made in writing to the City's Director of Public Safety at least five (5) calendar days in advance and a written response to the employee will be made within two (2) calendar days following receipt of such request.

B. It is the specific intent of the parties that personal days shall not be used to extend vacation periods.

C. Commencing in 1981, personal days will be accrued until taken.

ARTICLE XII

FALSE ARREST INSURANCE

A. The City agrees to provide, for the term of this Agreement, False Arrest Insurance with coverage not less than provided during 1978, covering its employees who are covered by this Agreement during the performance of their duties.

B. A copy of said insurance policy including all riders and amendments will be supplied to the Association President or his representative upon reasonable request.

C. The City reserves the right to change insurance carriers so long as not less coverage is provided. The Association President shall be notified in writing within thirty (30) days in the event of a change in insurance carrier.

ARTICLE XIII

BULLETIN BOARDS

The City shall permit the P.B.A. reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning P.B.A. business and activities.

ARTICLE XIV

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE XV

OVERTIME

A. The City agrees that overtime, at the rate of time and one half (1-1/2) shall be given to all employees covered by this Agreement in compensatory time for all hours worked in excess of the regular work day, consisting of eight (8) consecutive hours.

B. It is recognized that employees may be required, for the purpose of roll call or muster at the commencement of a tour, to report in advance of the tour starting time. In accordance with this recognition, no additional pay or compensatory time shall be given for a ten (10) minute period prior to the commencement of a tour, or for a twenty (20) minute period at the termination of a tour. In the event an employee is required to report earlier than the ten (10) minutes prior to the commencement of a tour, or to remain beyond twenty (20) minutes after the end of a tour, the employee shall be given overtime, at the rate of time and one half (1-1/2) for all time worked in excess of the work day of eight (8) consecutive hours of his just completed eight (8) hour tour of duty.

C. All overtime earned under this Article shall be given as compensatory time on a one-and one half (1-1/2) for one (1) basis. That is, for each hour of overtime worked, the employee shall receive one and one half (1-1/2) hours of compensatory time. Upon the prior written approval of the Chief of Police or his designee and subject to the needs of the Department, the employee's preference as to when such compensatory time may be taken will be observed wherever possible.

Overtime (continued)

D. This article shall be of prospective effect only commencing January 1, 1980 and shall not be retroactive prior to said date.

ARTICLE XVI

VACATIONS

A. All vacation leaves shall be governed by the Revised Ordinances of the City of Clifton.

B. In order to promote proper and efficient police operations, both parties to this Agreement agree that the scheduling of vacations must be left to the City, but the following conditions shall be observed in such scheduling:

1. In assigning vacation periods, preference shall be given to the seniority status among the employees on a divisional basis.

2. Employees will be allowed to choose vacation leave anytime between January first (1st) and December thirty-first (31st) of each calendar year, subject to the needs of the Department.

3. Any two (2) employees of the same rank who are assigned within the same division, may exchange vacation time upon written notice to the Chief of Police, thirty (30) days in advance of the commencement of the earliest of the two (2) leaves involved subject to the needs of the Department.

C. Vacation leave must be taken during the current calendar year. Any unused vacation resulting from pressures of work, as determined by the City, may be carried forward into the next succeeding year only, and will be scheduled by the Chief of Police to be taken in the next succeeding year.

Vacations (continued)

D. Vacation leaves may be taken by any member of the Association in three separate periods subject to paragraphs A, B and C above and the following:

1. Only one of such periods may be taken between May first (1st) and September fifteenth (15th) of any calendar year and such period shall be subject to seniority in accordance with the terms of paragraph B-1 above.

2. Any other period shall be taken before May first (1st) and after September fifteenth (15th) provided the Department shall then have on hand available manpower to cover all regularly assigned posts.

3. Any two (2) employees of the same rank who are assigned within the same division, may exchange vacation time upon written notice to the Chief of Police thirty (30) days in advance of the commencement of the earliest of the two (2) leaves involved subject to the needs of the Department.

E. See Vacation Schedules A and B on Pages 28a and 28b following.

ARTICLE XVI

SCHEDULE A

1981

| <u>Base Pay Including Longevity</u> | <u>1st Year</u> | <u>2-5 Years</u> | <u>6-10 Years</u> | <u>11-15 Years</u> | <u>16-20 Years</u> | <u>21-25 Years</u> | <u>Over 25 Years</u> |
|---------------------------------------------|-------------------------------|----------------------|-----------------------|------------------------|------------------------|------------------------|------------------------------|
| Under 21,250 | 1 working day per month | 14 | 16 | 17 | 19 | 20 | 22 |
| 21,251 to 23,432 | 1 working day per month | 14 | 19 | 19 | 20 | 22 | 22 |
| 23,433 to 25,824 | 1 working day per month | 14 | 20 | 21 | 22 | 22 | 22 |
| 25,825 to 28,476 | 1 working day per month | 14 | 20 | 21 | 22 | 22 | 22 |
| Over 28,476 | 1 working day per month | 14 | 21 | 22 | 22 | 22 | 22 |

ARTICLE XVI

SCHEDULE B

1982

| <u>Base Pay Including Longevity</u> | <u>1st year</u> | <u>2-5 Years</u> | <u>6-10 Years</u> | <u>11-15 Years</u> | <u>16-20 Years</u> | <u>21-25 Years</u> | <u>Over 25 Years</u> |
|---------------------------------------------|-------------------------------|----------------------|-----------------------|------------------------|------------------------|------------------------|------------------------------|
| Under 23,056 | 1 working day per month | 14 | 16 | 17 | 19 | 20 | 22 |
| 23,057 to 25,424 | 1 working day per month | 14 | 19 | 19 | 20 | 22 | 22 |
| 25,425 to 28,019 | 1 working day per month | 14 | 20 | 21 | 22 | 22 | 22 |
| 28,020 to 30,897 | 1 working day per month | 14 | 20 | 21 | 22 | 22 | 22 |
| Over 30,897 | 1 working day per month | 14 | 21 | 22 | 22 | 22 | 22 |

ARTICLE XVII

COURT TIME

A. Whenever any employee is required to appear in Court during his off-duty time in any action or legal proceeding arising out of or incidental to the performance of his duties, said employee shall receive compensatory time at the rate of time and one half (1-1/2) for each hour or part thereof spent in Court by said employee.

B. 1. Time cards must be punched at the beginning and end of overtime period.

2. Overtime reports must be forwarded complete with all required information.

3. The employees overtime court appearance must be scheduled by the Court, and not by the employee.

4. Schools and meetings, when held on off-duty time, will be compensated at the same rate as Court appearances when assigned as a duty task, unless the school or sponsor of such meeting referred to herein furnishes a letter stating that residency is required at such school or meeting. This does not include formal education (college) for which monetary compensation is paid for credits earned. Furthermore, no compensatory time will be earned or granted while attending a school where residency is required.

ARTICLE XVIII

CONDUCTING P.B.A. BUSINESS ON EMPLOYER'S TIME

A. The City agrees to grant the necessary time off without loss of pay to a maximum of three (3) members of the P.B.A. selected as delegates or alternates, and the P.B.A. President, to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under applicable New Jersey Statutes.

B. The City agrees to grant, if necessary, the required time off, not to exceed three (3) hours per man, per meeting, without loss of pay, to the Association President, Secretary and State Delegate, to attend regular monthly meetings of the P.B.A. Local No. 36.

C. The President and the Association Delegate or recording secretary shall be excused from his tour of duty on the day of a regular or executive meeting of the New Jersey State P.B.A. and the Passaic County Conference for the purpose of attending such meetings.

ARTICLE XIX

COLLEGE INCENTIVE PAY

A. In addition to the salary noted in Article XXIII college incentive pay will be paid at the rate of twenty (\$20.00) dollars per course credit. Payment is conditioned upon the following:

1. Courses must lead to an Associate or Baccalaureate Degree in Police Science and the employee must be "matriculated".

2. Courses must have been satisfactorily completed at a recognized institute of higher learning and must have been earned while an employee of the City of Clifton.

3. Additional remuneration under this Article shall not exceed three hundred thirty dollars (\$330.00) in any given calendar year, nor exceed a total of thirteen hundred twenty (\$1,320.000) dollars.

4. Payment on a pro-rated basis will be included in the employee's first regular pay day in September of each year retroactive to the completion of such credit hours provided there has been presented to the City Manager on or before July 15th of each year, a proper certification from the institution attended by said member setting forth the number of credit hours completed or the conferring Baccalaureate or Associate Degree.

College Incentive Pay (continued)

5. Courses must be taken during the employee's off-duty hours.

6. Paragraphs 1, 2 and 5 shall not apply to those employees enrolled and/or receiving reimbursement at the time of the signing of this Agreement.

7. If "special courses" are desired to be taken by an employee, the employee may request from the City special permission to take the course during on-duty hours, depending upon the needs of the Department and the availability of the course.

ARTICLE XX

LONGEVITY

A. In addition to the salary noted in Article XXIII longevity pay will be paid as follows, as determined by employment anniversary date:

After five (5) years of service to tenth (10th) year inclusive2-1/2% of Base Salary per annum

From eleventh (11th) year to fifteenth (15th) year inclusive5% of Base Salary per annum

From sixteenth (16th) year to twentieth (20th) year inclusive7-1/2% of Base Salary per annum

From twenty-first (21st) year to twenty-fifth (25th) year inclusive10% of Base Salary per annum

From twenty-sixth (26th) year to retirement12-1/2% of Base Salary per annum

B. If an employee's starting date falls between January 1st and June 30th, inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be January 1st of that year. When an employee's starting date falls between July 1st and December 31st inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be July 1st of that year. This paragraph shall apply prospectively from January 1st, 1980 only, and there shall be no calculating back from that date, nor any retroactive payments.

Longevity (continued)

C. For the purposes of this section, "service" is defined as employment within the and for the City of Clifton.

D. Longevity pay shall be paid at the same time and in the same manner as regular salary.

ARTICLE XXI

HOSPITALIZATION AND INSURANCE

A. The City shall continue to provide, at no cost to the employees, full Blue Cross and Blue Shield coverage, including comprehensive Blue Cross (with Drug-rider \$1.00 co-pay and Rider J. 365 coverage) and Prevailing Fee Blue Shield (with P.E. Rider J 365 coverage) for said employees, and through the end of the calendar year during which each attains his or her twenty-third birthday, for all dependent members of the immediate family of such employee who are full time students at a recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of study at any such school or institution for which course credits are given, or who are "disabled" within the meaning of that term as defined at N.J.S.A. 54:1-2(f).

B. The City will continue to provide, at no cost to the employee, for each member of the Department, the current group major medical insurance and shall include a group Dental Plan with no less coverage than is provided by N.J. Dental Service Plan, Inc., in their proposal dated February 26, 1979, more specifically, Program 1, including orthodontic benefits, for the term of this Agreement.

C. The City will provide an eight thousand, five hundred (\$8,500) Dollar Life Insurance Policy for all employees covered by this Agreement up to the age of 62. For employees ages

Hospitalization and Insurance (continued)

sixty-two (62) to seventy (70), said insurance shall be five thousand (\$5,000) Dollars. For employees seventy (70) and up, the amount of said life insurance shall be two thousand five hundred (\$2,500.00) dollars; and a one thousand (\$1,000.00) dollar policy shall be provided to all retired employees for the first five (5) years of retirement only.

D. The covered member shall receive at no cost to the employee, all insurance coverage as set forth in Paragraph A of the Article until his or her sixty-fifth (65) birthday if he or she becomes totally and permanently disabled for further duty as a Police Officer as the direct result of a "traumatic event occurring, during, and a result of the performance of duty" and is awarded an accidental disability retirement benefit by the Police and Firemen's Retirement System.

E. All health insurance coverages hereinabove in paragraph A hereof, more particularly enumerated, are hereby extended to cover during the period between his or her sixtieth (60th) and sixty-fifth (65th) birthday. For any such employee, who, being qualified for retirement benefits under any such system, shall have retired on or after January 1st, 1980, in compliance with the requirements of the Police and Firemen's Retirement System established and maintained under the laws of the State of New Jersey and who shall not, at the time of such retirement have yet attained the age of sixty-five (65) years, provided, however, that any such retired employee

Hospitalization and Insurance (continued)

otherwise qualified for such coverage in accordance with the terms of this paragraph shall not qualify therefore and shall not be so covered by the City while he or she is employed on a regular basis and such employment provides health insurance coverages not less than those specified in paragraph A hereof above. Any employee qualifying for the above coverage between the ages of fifty-five (55) and sixty (6) years will be eligible to pay to the City the annual premium for such insurance coverage on an annual basis until such employee attains his or her sixtieth (60th) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

F. The City may, at its option, change any of the foregoing plans or carriers so long as substantially similar coverage is provided.

G. Upon request by the P.B.A. President, the City will make available copies of existing insurance contracts.

ARTICLE XXII

DETECTIVE AND MISCELLANEOUS INCREMENTS

A. An Association member who is assigned on a permanent basis as a full time detective shall receive three hundred and fifty (\$350.00) Dollars compensation per year, in addition to the salary noted in Article XXIII.

B. An Association member who is assigned on a permanent basis as a full time member of the Police Tactical Squad or Bomb Squad shall receive three hundred (\$300.00) Dollars compensation per year, in addition to the salary noted in Article XXIII.

C. An Association member who is assigned on a permanent basis as a full time member in Organizing and Training Pistol Practice shall receive one hundred and fifty (\$150.00) Dollars compensation per year, in addition to the salary noted in Article XXIII.

D. An Association member who is assigned on a permanent basis and in charge of the Dog Census shall receive one hundred and fifty (\$150.00) Dollars compensation per year in addition to the salary noted in Article XXIII.

E. An Association member who is assigned on a permanent basis the duties of training School Traffic Guards shall receive three hundred (\$300.00) Dollars compensation per year in addition to the salary noted in Article XXIII.

F. An Association member who is assigned on a permanent basis as a full time member of the Patrol Division shall receive

Detective and Miscellaneous Increments (continued)

one hundred and fifty (\$150.00) Dollars compensation per year in addition to the salary noted in Article XXIII.

G. Business cards, to be prepared at no cost to the City may be used by all personnel described in paragraph A above and any permanent Association member assigned on a full time basis as Crime Prevention Officer and Rule 73 of the Rules and Regulations governing the Police Department, Clifton, New Jersey shall be amended accordingly.

ARTICLE XXIII

SALARIES

Employees covered under this Agreement will receive salary increases in accordance with Schedule C on page 41 as follows:

| | |
|------|-----------------|
| 1980 | 8.6% increase . |
| 1981 | 8.5% increase |
| 1982 | 8.5% increase |

ARTICLE XXIII

SCHEDULE C

SALARIES

PATROLMEN

| | <u>1980</u> | <u>1981</u> | <u>1982</u> |
|--------|-------------|-------------|-------------|
| Step 1 | \$15,291.10 | \$16,590.84 | \$18,001.06 |
| Step 2 | 16,208.22 | 17,585.91 | 19,080.71 |
| Step 3 | 17,125.32 | 18,580.97 | 20,160.35 |
| Step 4 | 18,042.43 | 19,576.03 | 21,239.99 |
| Step 5 | 18,959.54 | 20,571.10 | 22,319.64 |
| Step 6 | 19,876.65 | 21,566.16 | 23,399.28 |

SUPERIOR OFFICERS

| | <u>1980</u> | <u>1981</u> | <u>1982</u> |
|-------------------|-------------|-------------|-------------|
| <u>SERGEANTS:</u> | | | |
| Step 1 | \$16,856.77 | \$18,289.59 | \$19,844.20 |
| Step 2 | 17,868.57 | 19,387.39 | 21,035.31 |
| Step 3 | 18,880.39 | 20,485.22 | 22,226.46 |
| Step 4 | 19,892.21 | 21,583.04 | 23,417.59 |
| Step 5 | 20,904.03 | 22,680.87 | 24,608.74 |
| Step 6 | 21,915.83 | 23,778.67 | 25,799.85 |

Salaries (continued)

Superior Officers continued:

| | <u>1980</u> | <u>1981</u> | <u>1982</u> |
|---------------------|-------------|-------------|-------------|
| <u>LIEUTENANTS:</u> | | | |
| Step 1 | \$18,582.75 | \$20,162.28 | \$21,876.07 |
| Step 2 | 19,697.30 | 21,371.57 | 23,188.15 |
| Step 3 | 20,811.84 | 22,580.84 | 24,500.21 |
| Step 4 | 21,926.40 | 23,790.14 | 25,812.30 |
| Step 5 | 23,040.94 | 24,999.41 | 27,124.35 |
| Step 6 | 24,155.50 | 26,208.71 | 28,436.45 |

CAPTAINS:

| | | | |
|--------|-------------|-------------|-------------|
| Step 1 | \$20,485.78 | \$22,227.07 | \$24,116.37 |
| Step 2 | 21,715.69 | 23,561.52 | 25,564.24 |
| Step 3 | 22,945.63 | 24,896.00 | 27,012.16 |
| Step 4 | 24,175.57 | 26,230.49 | 28,460.08 |
| Step 5 | 25,405.51 | 27,564.97 | 29,907.99 |
| Step 6 | 26,635.47 | 28,899.48 | 31,355.93 |

ARTICLE XXIV

CLOTHING ALLOWANCE

A. Each member of the Association shall receive a clothing allowance of three hundred and twenty-five (\$325.00) Dollars per year.

B. Effective in 1981, the clothing allowance will be increased to a total of three hundred and fifty (\$350.00) Dollars per year.

ARTICLE XXV

PAYMENT FOR DISABILITY

A. The City agrees to pay Association members at their regular rate of pay during periods of disability due to illness or injury for a period of three (3) months from the date of such disability provided such Association member is incapable of performing his duties as a police officer and that such disability is established by the City Physician or his designee.

B. The City, at its option, and upon certification by the City Physician, or his designee, may extend the disability pay for no more than three (3) additional separate periods not exceeding three (3) months each; the City Physician, or his designee, must certify that the Association member is incapable of performing his duties as a police officer each time.

C. In the event any employee is granted said disability pay, the City's sole obligation shall be to pay the employee the difference between his regular salary and any compensation, disability or other payments received from other sources. At the City's option, the employee shall either surrender and delivery any compensation disability or other payments to the City and receive his entire salary payment, or the City shall only pay the difference.

D. In the event the City Physician, or his designee, does not certify that the injury or illness can be cured within one (1) year, no leave of absence shall be granted under this Article.

ARTICLE XXVI

SICK LEAVE AND TERMINAL LEAVE

A. Except as otherwise provided in this Article or by law, no sick leave is to be deemed earned or accumulated by members of the Association. However, solely and exclusively for the purpose of calculating the terminal leave benefit for which he or she is entitled, each member of the Association shall be deemed to have earned fifteen (15) sick days per year of service, which days shall be deemed to accumulate from year to year if not used.

B. Any leave taken in accordance with Article XXIII, Payment for Disability, shall utilize any accumulated sick days under Paragraph A of this Article.

C. During the year 1980, a terminal leave benefit of fifty percent (50%) of the sick days earned but not taken shall be paid to each employee upon condition that he elects an "ordinary service retirement" pursuant to then existing New Jersey Statutes.

D. The terminal leave benefit due any employee may be paid to said employee in either of the two following manners which may be selected by said retiring employee.

1. The total salary due such employee for such terminal leave shall be paid in equal bi-weekly installments as shown and authorized by the City's regular payrolls approved for payment during the period of such terminal leave; or

Sick Leave and Terminal Leave (continued)

2. The total salary due such employee for such terminal leave shall be paid in a lump sum payment with the initial payment in the year in which the employee retires, limited to the total salary funds available in Municipal Budget during the retirement year. The balance, if any, to be paid within sixty days after the adoption of the Municipal Budget in the year following the year of retirement.

3. Any employee selecting the lump sum method of payment of the terminal leave benefit waives any rights to benefits which may have been or will be negotiated after his retirement date.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVIII

DEATH BENEFITS

The City will include in its 1981 and 1982 budget the sum of four thousand (\$4,000.00) dollars out of which sum shall be paid to widows, if any, or, if none, to the estates of covered employees who shall die during 1981, compensation for all unused compensation time, plus all overtime, holiday and vacation time. This compensation shall be computed at the wage rate at the time of accumulation. This article shall survive the December 31, 1982 termination of this Agreement.

ARTICLE XXIX

LEGAL COUNSEL

During the term of this contract, there may arise instances where the City provides, at the City's expense, legal counsel for the defense of a member or members of the Association in accordance with the provisions of N.J.S.A. 40A:14-155. In any such instance, the City agrees to furnish to the Association or the member or members thereof involved a list of attorneys approved by the City to defend any such member or members. The member or members of the Association involved shall have the option of selecting from such list the attorney who shall handle his, her or their defense. During the term of this Agreement, the City agrees to add to such list any additional attorneys who shall agree to accept and be bound by the criteria covering compensation as established by the City for inclusion on such list. Said criteria covering compensation shall not be reduced during the term of this Agreement.

ARTICLE XXX

RULES REVIEW COMMITTEE

There shall be appointed a joint committee composed of four members, two to be appointed by the City and two by the Association, to review and make written recommendations regarding the Rules and Regulations governing the Police Department, Clifton, New Jersey.

ARTICLE XXXI

AGENCY SHOP

A. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances

Agency Shop (continued)

in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

E. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, of the fair share fee for services enumerated above.

F. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

H. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the

Agency Shop (Continued)

employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

ARTICLE XXXII

PRINTING OF AGREEMENT

A. Within sixty (60) days after the signing of this Agreement, the parties agree to have printed not less than one hundred and fifty (150) copies of the Agreement in booklet form.

B. The cost of the printing of the Agreement shall be borne equally by the parties.

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement:

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

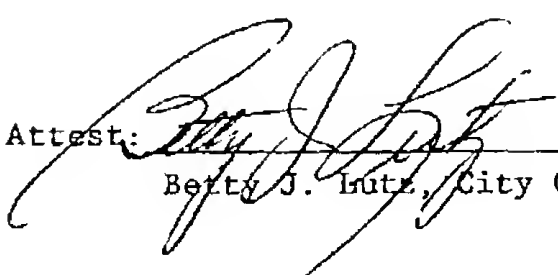
ARTICLE XXXIV

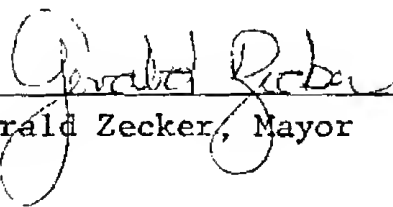
TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1980 and shall remain in effect to and including December 31, 1982. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice to the other in writing, pursuant to statutory requirements of the New Jersey Public Employment Relations Act of a desire to change, modify or terminate this Agreement.

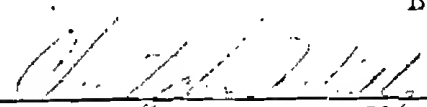
IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at Clifton New Jersey on this 18th day of November, 1980.

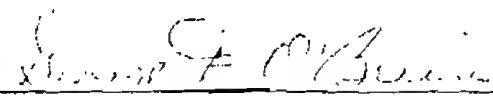
CITY OF CLIFTON

Attest: 
Betty J. Lutz, City Clerk

By: 
Gerald Zecker, Mayor

P.B.A. LOCAL NO. 36

Attest: 
Christopher M. Kelly, Secretary

By: 
George F. O'Brien, President